

February 1, 2022

Via PDF Email

State of Louisiana
Office of the Attorney General
Through its counsel of record
Ashley G. Coker
909 Poydras Street, Suite 2800
New Orleans, LA 70112
Email: acoker@shergarner.com

Attn: Wilbur "Bill" Stiles

Dear Bill:

This letter refers to the Full and Final Receipt, Release, Confidentiality, Indemnity and Settlement Agreement (the "**Agreement**"), between Teva Pharmaceuticals (as defined in the Agreement) ("**Teva**") and the State of Louisiana (the "**State**") dated as of January 18, 2022. The purpose of this letter is to memorialize the agreement of Teva and the State with regard to the extension of certain deadlines in the Agreement. Capitalized terms used in this letter and not otherwise defined are used with the meanings given to them in the Agreement.

Pursuant to Section J.13 of the Agreement, Teva and the State hereby agree to amend the Agreement as follows:

1. Section B.1 of the Agreement is deleted in its entirety and replaced by the following:

" 1. **Teva Pharmaceuticals Payment.** In full and complete satisfaction of the release granted in Section C herein, Teva Pharmaceuticals shall pay to the Plaintiff a total sum of Fifteen Million Dollars (\$15,000,000) over a period of 18 years to be paid in accordance with the payment schedule set forth below:

a) On or before May 4, 2022, Teva Pharmaceuticals shall pay \$833,333 to an account held by or on behalf of the State of Louisiana;

b) On or before August 4, 2022, Teva Pharmaceuticals shall pay \$833,333 to an account held by or on behalf of the State of Louisiana;

c) Beginning in 2023, Teva Pharmaceuticals shall pay \$833,333 on or before January 5 of each calendar year to an account held by or on behalf of the State of Louisiana until such time as \$15,000,000 has been paid;"

2. Section B.2 of the Agreement is amended by deleting the reference to "March 2, 2022" and replacing it with "April 4, 2022".

3. Section B.3 of the Agreement is amended by deleting the reference to "July 1, 2022" and replacing it with "August 4, 2022".

4. Section D of the Agreement is amended by deleting the reference to "February 1, 2022" and replacing it with "March 4, 2022".

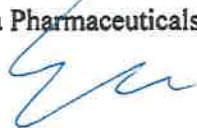
5. Section E of the Agreement is amended by deleting the reference to "February 1, 2022" and replacing it with "February 8, 2022."

6. Section F of the Agreement is amended by deleting the reference to "February 1, 2022" and replacing it with "March 4, 2022".

Except as expressly provided in this letter, all terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed.


If the foregoing accurately reflects our understanding, kindly sign and date this letter below and return a signed copy to Ricky Crisler at rcrisler@bradleyfirm.com. Delivery of an executed counterpart of this letter by .pdf, electronic signature, or other electronic communication will be deemed of equal force as delivery of an original signature.

Very truly yours,
Teva Pharmaceuticals

By:  2/16/22
Name: Eric Sitarchuk
Its: Counsel, with authority

Agreed to and accepted:

State of Louisiana

By: 
Name: Wilbur "Bill" Stiles
Title: Chief Deputy Attorney General, with authority
Date: 2/16/22